

NORWALK COMMUNITY SCHOOL DISTRICT

2007 - 2008



**MASTER CONTRACT
CERTIFIED EMPLOYEES**

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ARTICLE I. PREAMBLE

The Norwalk Community School Board (hereinafter called the Board) and the Norwalk Professional Education Association (hereinafter called the Association) recognize that the highest quality of education is a common responsibility. Relationships must therefore be established which are based on this goal and on the concept of education as a public trust. The parties have reached certain understandings, which they desire to confirm in this agreement. It is agreed as follows:

ARTICLE II. RECOGNITION

Section 1. The Norwalk Community School Board, hereinafter referred to as the “Board,” recognizes the Norwalk Professional Education Association, hereinafter referred to as the “Association,” as the sole and exclusive negotiating agent for all full-time and part-time regularly employed certified personnel as set forth in the PERB certification instrument (Case No. 148) issued by the PERB on the 15th day of April, 1975. The unit described in the above certification is as follows:

INCLUDED: Counselors, Librarians, Athletic Coaches and Assistants, Nurses, and Classroom Teachers.

EXCLUDED: All administrative and supervisory personnel, including Superintendent, Business Manager, Principals, Deans, Directors, and all classified personnel including Administrative Assistants and Secretaries, Teacher Associates and Aides, Custodial and Maintenance Personnel, Food Service Personnel, Transportation Personnel, and Technology Personnel.

Section 2. The term “Board,” as used in this agreement, shall mean the Board of Education of the Norwalk Community School District or its duly authorized representatives.

Section 3. The term “employee,” as used in this agreement, shall mean all full-time and part-time regularly employed certified personnel represented by the Association in the bargaining unit as defined and certified by the Public Employment Relations Board.

Section 4. The term “Association,” as used in the agreement, shall mean the Norwalk Professional Education Association or its duly authorized representatives or agents.

ARTICLE III. DUES DEDUCTION PROCEDURE

Section 1. AUTHORIZATION - Any employee who is a member of the Association or who has applied for membership, may sign and deliver to the Secretary of the Board an authorization form, authorizing a payroll deduction for local Association professional education dues. Such authorization will remain in force and effect from year to year unless terminated by the employee as provided under Section 4. The authorization form shall be as set forth in Appendix A.

Section 2. REGULAR DEDUCTION - The Secretary of the Board shall deduct, in as nearly equal amounts as possible, the regular Association dues from the regular salary check of each enrolled employee. Regular Association dues shall include local, state, national, and Uniserve Unit dues. The NPEA President shall certify with the Secretary of the Board, the yearly regular Association dues no later than the first Friday of September. Only the amount certified as Regular Association dues will be deducted by the Secretary of the Board. The deductions will be commensurate with the filing of the

enrollment card and will continue through the employee's final check for the current school year. Dues will be equally divided over the remaining pay periods.

Section 3. ENROLLMENT - Eligible employees of the Association shall sign an authorization card and said card must be turned in to the Secretary of the Board prior to the first Friday in September. Employees hired after the September deadline will have fifteen (15) calendar days from their first day on the job in which to enroll. Payroll deductions of said employees will be commensurate to the remaining contract payments of the current school year.

Section 4. TERMINATION - Any employee may terminate the payroll deductions of his/her professional education dues at any time by giving thirty (30) days written notice to the Secretary of the Board and the Association treasurer.

Section 5. TRANSMISSION OF DUES - At the end of each monthly bookkeeping cycle the Secretary of the Board shall transmit to the Association the total monthly deductions for local Association dues and a listing of the employees for whom deductions were made.

Section 6. CONDITIONS - The Association agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits, or other forms of liability and all court costs arising out of the application of the provisions in the Agreement between the parties for dues deduction.

ARTICLE IV. GRIEVANCE PROCEDURE

Section 1. A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

Section 2. Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures. The failure of an employee (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

Section 3. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee shall be conducted from 7:00 a.m. to 5:00 p.m. so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee or of the teaching staff.

Section 4. When it is necessary for an aggrieved person or his/her Association representative to meet with the arbitrator regarding a grievance during the work day, said aggrieved person and representative shall be released without loss of compensation if it occurs during the arbitration fourth step of this Agreement.

FIRST STEP

Section 5. An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his/her immediate supervisor. (Assistant Principal, Vice Principal, or Principal)

SECOND STEP

Section 6. If the grievance cannot be resolved informally, the aggrieved employee and his/her Association representative may file the grievance in writing, and at a mutually agreeable time, discuss the matter with the immediate supervisor mentioned in step one. The written grievance shall contain specific description of the problem, shall refer to the specific clause or section of the Agreement violated, and shall state the relief requested. The filing of the formal written grievance at the second step must be within 15 school days from the occurrence of the alleged violation. The supervisor in step two shall make a decision on the grievance and communicate it in writing to the employee, Association and the Superintendent within five (5) school days after receipt of the grievance.

THIRD STEP

Section 7. In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee and his/her Association representative shall file, within five (5) school days of the supervisor's written decision at the second step, a copy of the grievance with the Superintendent. Within five (5) school days after such written grievance is filed, the aggrieved and Superintendent or his/her designee shall meet to resolve the grievance. The Superintendent or his/her designee shall file an answer within five (5) school days of the third step grievance meeting and communicate it in writing to the employee, the Association, and the Principal.

FOURTH STEP

Section 8. If the aggrieved person and/or the Association are not satisfied with the disposition of the grievance at step three, or if no disposition has been made within the time limits, the aggrieved person and the Association shall meet within five (5) school days of the disposition of the grievance to discuss the merits of submitting the grievance to arbitration. If the Association determines that the grievance is meritorious it may submit the grievance to arbitration within five (5) school days.

Section 9. Within ten (10) school days after written notice to the Board of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or obtain such a commitment within the specified period, a written request for a list of arbitrators shall be made to the Public Employment Relations Board (PERB) by either party. The list shall consist of three arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) school days, and the other party shall have one (1) additional school day to remove one of the two remaining names. The person whose name remains shall be the arbitrator.

Section 10. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than fifteen (15) school days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the School District and the grievant and his/her representative and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

Section 11. Expenses for the arbitrator's services shall be borne equally by the School District and the Association.

Section 12. If the Association or any employee files any claim or complaint in any forum other than the grievance procedure of this Agreement, the School District shall not be required to process the same claim or set of facts through the grievance procedure.

Section 13. When a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all weekdays in order that the matter may be resolved before the close of the school term or as soon thereafter as possible. School days for the purpose of the grievance procedure shall mean days of scheduled attendance for all pupils.

Section 14. If a grievance affects a group or class of employees, the group may process such a grievance through all levels of the grievance procedure.

Section 15. Grievance Forms. A Grievance Form shall be set forth in Appendix A of this Agreement.

Please refer to the attached Grievance Form that shall be incorporated into this Tentative Agreement.

ARTICLE V. EMPLOYEE WORK YEAR

Section 1. A regular employee's contract day shall consist of eight (8) hours inclusive of a lunch period. Management will establish the starting and ending time of the workday.

All employees shall be at their assigned duty station fifteen (15) minutes after their scheduled arrival time. If an employee's assigned starting time is 7:30 AM or before, the employee shall report immediately to his/her assigned duty station.

The building Principal shall have unlimited authority to require the attendance of any employee beyond their regular work day, but no later than 4:00 p.m., for the purpose of attending curriculum meetings, faculty meetings, staffing, or parent-teacher conferences. Such meetings shall be without additional compensation, with the exception being those faculty members employed under a ½ day contract, required to attend 12:30 early out staff development workshops during the school day, shall be paid a per diem of their salary for the hours attended during those early outs. The provisions of the above section and the use of the above authority shall not be subject to the grievance procedures of this contract.

Section 2. Nothing contained herein prohibits or limits the rights and responsibilities of the Administration in assigning extra duties as associated with the teaching profession. Employees may be required to attend without additional compensation, faculty or professional meetings (not to exceed three (3) per year) either before or after the regular work day.

Section 3. Employees may be required, without additional compensation, to attend evening meetings outside the regular school day not to exceed four (4) per school year. Such additional events or activities scheduled under this section will be indicated by the Administration.

Section 4. Employees will not be paid in any pay classification other than for their regular assignment during the regular contract day without the written approval of the Principal in advance of any temporary or permanent change in assignment.

Section 5. All teachers in grades K through 5 will have a scheduled minimum of one hundred twenty-five (125) minutes of lunch periods per five-day week, which will include twenty-three (23) minutes per day of uninterrupted lunch time. Teachers in grades six (6) through twelve (12) will have a scheduled minimum of twenty-five (25) minutes of uninterrupted lunch period per day. The length of the scheduled uninterrupted lunch period may be shortened on days of early or emergency dismissals. Special teachers will have their lunch period length determined by the grade level predominating in the building of their major time assignment.

Section 6. The Association shall be able to submit items for the school calendar for the consideration of the Administration no later than March 1.

Section 7. Employee attendance shall not be required whenever student attendance is not required due to inclement weather. Teachers may be permitted to leave after the dismissal of students on days of emergency dismissals at the discretion of the Administration. Employee attendance may be required on occasions when student attendance is not required as designated by the Administration in fulfilling the employee's contract year.

Section 8. Employees may leave the building during their scheduled uninterrupted lunch period after receiving permission from the building Principal or his/her designee and signing a locator card. This may be done at any time during the school day, but prior to the employee leaving. Employees will sign in upon their return and indicate the time on the locator card.

Section 9. The building Principal may permit employees to leave ten (10) minutes after the dismissal of students on Fridays or days preceding a holiday vacation. The building Principal will notify the Association building representative no less than 36 hours prior to Friday's student dismissal when the staff is to be held. If all buildings are to be held, the Superintendent will notify the Association president. The above notification timeline will be waived in a crisis situation.

Section 10. The contracted number of workdays per year for continuing employees under this agreement shall not exceed 190. The contracted number of workdays per year for Registered Nurses (RN) employed under this agreement shall not exceed 183. The contracted number of workdays per year for Bachelors of Science in Nursing (BSN) employed under this agreement shall not exceed 190. Any days beyond the stated contract days shall be paid per diem. All new hires, with the exception of nurses, will be contracted for 194 workdays during their first year in the District with three of those contract days to be used for staff development.

ARTICLE VI. REDUCTION OR REALIGNMENT OF STAFF PROCEDURES

Section 1. When reduction in the teaching staff is necessary because of a decrease in student enrollment, changes in curriculum, shortage of funds, changes in use of instructional personnel, or for other reasons as approved by the Board, the Superintendent shall determine the area, subject, level, or programs that will lose staff positions, as well as the date that such reductions are needed. Giving due consideration, first, to the best interests of the school district, the following orderly procedure for reduction or realignment of staff shall be instituted.

Section 2. The employer shall attempt to accomplish the necessary reduction by attrition and possible transfers.

Section 3. Employees with emergency or temporary certification, in like assignments, as determined by the Administration shall be dismissed first.

Section 4. When the reduction of an employee (s) becomes necessary, the Superintendent shall give notification to the least senior employee in one of the three categories below (**Category A, B or C**). Seniority within each category shall be determined as defined in Section 13 of this Article.

A. Grade K-5, Reading Lab, ESL & TAG

B. 6th – 12th Departments

1. Industrial Technology
2. Language Arts
3. Social Studies
4. Businesses & Computer Education
5. Home Technology & Consumer Science
6. Math
7. Science
8. Multi-Occupations
9. ESL
10. TAG

C. Special Areas of Service

1. K-12 Guidance
2. K-12 Media Specialists/Lib Science
3. K-12 Teachers Special Education
4. K-12 Music Teacher
5. K-12 Physical & Health Science
Education Teachers
6. K-12 Art Teachers
7. Nurses
8. At-Risk Teacher

Section 5. Notification for dismissals due to reduction in staff will occur no later than April 30.

Section 6. Employees dismissed due to reduction in staff will be placed on a recall list for two (2) years, after which they shall have no recall rights.

Section 7. Employees shall be recalled in reverse order of lay off to any open position or vacancies in which they are currently certified to teach.

Section 8. Employees shall be personally, or by telephone, notified of such position opening. The employee shall have twenty-four (24) hours in which to give affirmative response.

Section 9. If the employee cannot be contacted personally or by telephone, notification of such position opening shall be made by registered mail, restricted mail, restricted deliver, return receipt requested, to such employee's last local address of record (or such local address as has been designated as long as it is within the United States). The employee shall have three (3) weeks from 12:00 o'clock noon of the postmarked date of said letter in which to give an affirmative response.

Section 10. Failure of the employee to respond as provided in Section 8 or Section 9 shall constitute a waiver of the Board's obligation to subsequently notify such employee.

Section 11. It shall be the responsibility of employees on the recall list to inform the Central Office in writing of changes in address and phone number.

Section 12. Upon return to employment from the recall list, employees will be placed on the next higher step on the salary schedule as when they were last employed by the District.

Section 13. Seniority is defined as "years of continuous service" in the Norwalk Community School System. Sabbatical Leave and Military Leave shall be counted in determining "years of continuous service". Seniority will be prorated for less than full-time employees. When total years of seniority are

equal between two or more employees, seniority will then be determined by the date and time in which the signed contract is received by the Board Secretary.

ARTICLE VII. PROCEDURES FOR TRANSFERS

Section 1. DEFINITION - The assignment of an employee to a different grade level or building shall be considered a transfer.

Section 2. VOLUNTARY TRANSFERS - All requests for transfer shall be made in writing by the employee on or before December 1, (for second semester) or before April 15 (for the coming year). Such requests shall indicate the transfer desired. Such requests represent consent to transfer and may be acted upon without further consultation with the employee.

Section 3. An employee who is transferred shall be ineligible to submit an application for any other transfer for a period of one (1) year from the date of transfer.

Section 4. The Superintendent, or his designated representative, will give consideration to the preference requested and make recommendation to the Board who will make the final decision regarding the transfer.

Section 5. When two or more employees desire the same position, transfer or promotion, and the skill, ability, qualifications, and subject matter competence are equal in the sole and exclusive judgment of the Administration, seniority will prevail in the making of the assignment.

Section 6. INVOLUNTARY TRANSFER - The parties recognize that in order to meet the staffing needs of the District it is necessary to transfer an employee involuntarily. When involuntary transfers are necessary an employee will not be assigned to a position outside his or her teaching major or minor. Such transfer shall be affected after notice to the employee involved. The employee may request a meeting with the Board but he/she may not refuse to accept such transfer. However, the employee will not be transferred involuntarily if a satisfactory voluntary transfer is available.

Section 7. ASSIGNMENT - is defined as a specific grade level or subject to be taught by an employee in a particular academic year.

Section 8. PROMOTION - is defined as the movement of an employee to a supervisory position.

Section 9. The Board will consider for promotion all qualified applicants from within or outside of the District.

Section 10. The Board's failure to promote any employee shall not be subject to the grievance procedure.

Section 11. A list of all potential teaching vacancies shall be posted by the Superintendent in the office area of each building no later than three (3) school days following the receipt of a written resignation for that position.

Section 12. Copies of the list of vacancies may be obtained upon request at the Central Administration Office. A copy of all postings shall be sent to the Association president.

Section 13. An employee who is transferred from one category to another shall maintain his/her accumulated seniority in his/her new category.

ARTICLE VIII. HEALTH AND SAFETY

TEACHER PHYSICALS

Section 1. All new employees are required to provide evidence of physical fitness to perform duties assigned and freedom from communicable disease. This evidence shall be in the form of a written report of a medical examination by a physician, which shall include a check for tuberculosis, certifying that such employee has the fitness to perform the tasks assigned. This evidence shall be provided to the Board Secretary within thirty (30) days of hire.

Section 2. The Board will pay up to thirty (\$30) dollars of the cost of the physical examination of certified employees as required above. Should the going rate of the required physical at the source provided by the Board increase above thirty (\$30) dollars, the Board will pay the new rate.

Section 3. The Board will provide a physical examination form to be used to satisfy the above requirement.

USE OF REASONABLE FORCE

Section 4. An employee may, within the scope of his/her employment, use and apply such amount of force as is reasonable and necessary under the law to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil; for the purpose of self-defense; and for the protection of persons or property.

REPORTING ASSAULTS

Section 5. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other supervisor.

Section 6. Such notification shall be immediately forwarded to the Association and to the Superintendent or his designee. The Superintendent or his designee shall comply with any reasonable request from the employee for information in the possession of the Superintendent or his designee relating to the incident or the persons involved.

Section 7. LEAVE - When absence arises out of, or from, such assault or injury, the employee shall be entitled to full salary and other benefits for the period of up to his or her accumulated sick leave at the time of the occurrence without forfeiting any of that sick leave. It will be the responsibility of the employee to supply the Board with sufficient doctor's verification that he/she should not be in school.

Section 8. FIRST AID - The Board shall provide in each building the necessary equipment to provide first aid treatment in accordance with the recommendation of the School Nurse.

ARTICLE IX. EMPLOYEE EVALUATION PROCEDURE

Definitions:

- (1) Beginning Teachers: All 1st and 2nd year teachers new to the profession, or any teacher teaching under the authority of an “Initial” or provisional license issued by the Iowa Department of Education.
- (2) Career Teachers: All teachers that have completed the Iowa Beginning teacher program and have successfully obtained a “Standard” Iowa Teaching license issued by the Iowa Department of Education.
- (3) Evaluation: Performance Review

Section 1. Evaluation of Beginning Teachers (Tier I): All Beginning Teachers shall be evaluated in accordance with Iowa Code.

Section 2. Evaluation of Career Teachers (Tier II):

A. Purpose of the Performance Review for Career Teachers:

- (1) To determine whether the teacher’s instructional practice and performance meet the Norwalk Community School District expectations and the Iowa Teaching Standards
- (2) Assist teachers in making continuous improvement
- (3) Document continued competence in the Iowa Teaching Standards
- (4) Identify teachers in need of improvement

B. Career teachers will be “on cycle” for performance review once every three (3) years of employment. However, nothing in this document restricts the District from placing a teacher “on cycle” for performance review at any time during their employment. Teachers who are placed on performance review who are not “on cycle” shall be notified in writing by the designated building principal or immediate supervisor. A teacher placed back “on cycle” for performance review will meet with his/her building principal or immediate supervisor and develop a Career Development Plan. The goal of the Career Development Plan is to determine whether the teacher is satisfactorily meeting the Iowa Teaching Standards.

C. During the workshop days preceding the opening of the school year, a copy of the performance review instrument will be distributed and explained to all teachers who are “on cycle” for performance review. Teachers who are placed “on cycle” for performance review at any other time during employment shall be provided with a copy of the performance review instrument when they receive written notice as described in Sub-Section B. A designated building principal or immediate supervisor of an employee not assigned to a building shall be responsible for notification and evaluation of all such employees.

D. A conference between the teacher(s) participating in the performance review and the evaluator will be held before October 15th. At a minimum, the following determinations will be made during the conference.

- (1) The evaluator reviews the process with the teacher including the expectations.
- (2) A generalized timeline is created which includes any deadlines and suggestions for the first observation time and pre-meeting time.
- (3) Discussion of the teacher’s Career Development Plan.

(4) Provides the teacher the opportunity to ask questions.

E. During the year, the teacher will collect and organize pertinent artifacts and information that demonstrate the Iowa Teaching Standards and criteria. It is understood by the teacher, that this collection of artifacts be a natural on-going process of collection, selection and reflection. This will include supporting documentation from evaluators, teachers, parents and students. This collection will be discussed throughout the performance review process.

F. A minimum of two (2) formal observations of the teacher will be held. These observations will be held at a time identified and agreed upon by the teacher and the evaluator. A pre-conference will occur prior to each formal observation and a post-conference will follow each formal observation. The conference times shall not be held outside the employees contracted workday.

G. Other formal and informal observations will be held at the discretion of the evaluator. These observations may be used as artifacts for demonstrating competence in the Iowa Teaching Standards.

H. The evaluator and the teacher shall participate in a formal performance review that includes:

- (1) A review and discussion of the teacher's performance relative to the Iowa Teaching Standards.
- (2) The review will include at a minimum the evaluator observations and the artifact collection illustrating and documenting competency of the Iowa Teaching Standards.
- (3) Results from the Individual Career Development Plan.

I. The evaluator will complete the career teacher performance review and will meet with the teacher to discuss the results. Both the evaluator and the teacher will sign the performance review document. The signature of the teacher does not signify agreement, but rather that the teacher is aware of the content of the performance review and evaluation. The teacher's performance review will be completed before April 15th. The teacher and the evaluator may mutually agree to extend this deadline by signing an agreement stating the new agreed upon completion date.

Section 3. If a teacher's performance review determines that he/she has not satisfactorily demonstrated competence of one or more of the Iowa Teaching Standards or does not meet the expectations of the Norwalk Community School District, the teacher may be placed on Intensive Assistance (Tier III). The teacher shall be allowed to request association representation.

Section 4. Personnel Files:

A. Review of Personnel Files: Employees shall have the opportunity to review their personnel files, with the exception of confidential letters of recommendation and college and university credentials. Such review shall be conducted in the presence of the principal, superintendent or his/her designee. Such review shall be during regular office hours at Central Office and at a time when the employee is not required to be on duty. The employee shall remove no material from the file during such review. The employee may request copies of non-confidential materials.

B. Right to Respond: The employee shall have the right to respond to all materials contained in the employee's personnel file. Such responses must be dated and signed by the employee, and the employee must provide a copy to the principal or immediate supervisor.

C. Administration Notification: Administration shall notify an employee in writing anytime material is placed in or removed from an employee's personnel file. This notification requirement does

not apply to items that are of a non-disciplinary or non-performance related nature.

ARTICLE X. INSURANCE

Section 1. HEALTH - All full-time employees who make application in a timely fashion and in accordance with the terms and regulations of the insurance carrier shall be covered. The Board will pay 97.94% of the single monthly premium on each full-time employee choosing to participate in the plan. The employee is responsible for the remaining monthly premium. Employees must enroll by the last day of teacher work days prior to the opening of school.

Section 2. FAMILY HEALTH - The Board will pay 70.27% of the family monthly premium on each full-time employee choosing to participate in the Health and Major Medical Family Group Plan. The employee is responsible for the remaining monthly premium. Employees wishing to take advantage of this must enroll by the last day of teacher work days prior to the opening of school.

Section 3. LIFE - The Board will pay \$35.00 of the single yearly premium on each full-time employee choosing to participate in the Group Life Insurance Policy. The Policy shall be a term life policy with death benefits of \$16,000. Spouse and dependent coverage will be available for those choosing to participate at the employee's own expense. Employees wishing to take advantage of this must enroll by the last day of teacher work days prior to the opening of school.

Section 4. DISABILITY - The Board will pay the full single yearly premium on each full-time employee choosing to participate in the Group Disability Policy. Employees wishing to take advantage of this must enroll by the last day of teacher work days prior to the opening of school.

Section 5. Regular part-time employees working less than 30 hours per week, who make application in a timely fashion and in accordance with the terms and regulations of the insurance carrier, may participate in any or all of the above insurances at their own expense with no costs incurred by the School District.

Section 6. WORKER'S COMPENSATION - Each employee of the Norwalk Community School District shall be covered by Worker's Compensation.

Section 7. SCHOOL LIABILITY - All employees shall be covered by a liability insurance covering incidents arising during the performance of their duty.

Section 8. SELECTION OF CARRIERS - The Association will be given the opportunity to participate in the selection of the insurance carrier to be used for Health, Life, and Disability Insurance noted in this Article. The level of insurance benefits procured through any new carrier will be comparable to those benefits in effect at the time of this agreement.

Section 9. Insurance deductions will be made in accordance with the employee's choice of pay plans (Article XII. Section 8).

Section 10. Eligible full-time employees who elect not to participate in the Group Health Insurance plan and who provide an affidavit of health insurance coverage with another plan, will receive an annual stipend of \$1,650 added to their current contract salary.

Section 11. DENTAL INSURANCE - Persons covered by this agreement may enroll in the District's Dental Plan with an authorized deduction made in accordance with Section 9 of this Article. Enrollment dates will correspond to those used for Health Insurance.

ARTICLE XI. IN-SERVICE EDUCATION

Section 1. The Professional Development Committee (PDC). A district staff development committee shall be established for the purpose of helping the superintendent, curriculum director, and principals make decisions about the building/district staff development:

- (1) Elementary staff members will elect one (1) elementary teacher representative and secondary staff members will one (1) secondary teacher representative to each serve a two (2) year term on the PDC. The superintendent will appoint one elementary teacher representative, one secondary teacher representative, and one (1) teacher to serve as a co-facilitator, each to serve a two (2) year term on the PDC. The appointment of the PDC members by the Superintendent shall precede the election of representations by the elementary and secondary staff members.
- (2) The PDC shall consider/discuss professional development for instructional strategies that are scientifically based research (Department of Education definition: overtime, across settings, how students learn) and support the district's student learning goals and student achievement goals.
- (3) The PDC will discuss/consider the district's Comprehensive School Improvement Plan (CSIP), internal/external data, and other pertinent data to assist in the development of the district's Professional Development Program.
- (4) Staff feedback and student achievement is analyzed annually to assist in sustaining the professional development program until the following is observed: 1) strategies are implemented accurately, frequently and throughout the school; and 2) student performance goals are met.
- (5) Each of the PDC teacher representatives will be paid a stipend of \$500. The PDC co-facilitator will be paid a stipend of \$750.

Section 2. The Board shall budget such reasonable funds as may be necessary to defray the cost of staff development programs, materials and resource persons.

ARTICLE XII. WAGES, SALARIES AND SUPPLEMENTAL PAY

Section 1. SALARY SCHEDULES – The employee Salary Schedule and the Supplemental Salary Schedule shall be set forth as Appendix B.

Section 2. Upon initial employment, employees may be granted step increments, in the appropriate salary lane, for previous years of teaching experience in a duly credited school. Beginning with the 2006-2007 school year, the maximum step increment will be 12. One additional step increment shall be added each successive contract year, until the maximum of 15 steps is reached in 2009-2010, as

illustrated in the chart below. Credit for appropriate business or industrial experience shall be given with the approval of the Board and at a rate to be determined by the Board.

2006-2007	Maximum Experience	Step 12
2007-2008	Maximum Experience	Step 13
2008-2009	Maximum Experience	Step 14
2009-2010 and thereafter	Maximum Experience	Step 15

Section 3. Employees on the regular salary schedule shall be granted one increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached. A year of service consists of employment in the Norwalk Community School District for one semester or more in one school year.

Section 4. Any employee who is reemployed by the Board shall be entitled to receive full credit on the salary schedule for all teaching experience in a duly accredited school. A reemployed employee is one who is rehired by the District after being separated from the same as a result of reduction of force or resignation.

Section 5. The Superintendent, in writing, shall grant credit for horizontal movement of the salary schedule in accordance with the following administrative procedure:

I. Certified employees not on an established graduate program in education shall be granted credit toward horizontal movement on the salary schedule under the following conditions:

A. That the hours are “on campus” and taken through an NCAA* accredited college or university. “Off campus” hours will be accepted only if they are a part of the college or university’s extension program and are taught by a resident “on campus” professor of that college or university;

B. That the hours are graduate level classification;

C. That the hours are in the subject area in which the employee is presently teaching or are hours outside the employee’s present teaching area but are in the judgment of the Superintendent, related to the employee’s present assignment;

D. That proof of successful completion of the course or courses taken is provided. (Proof may be provided in the form of an official grade slip or transcript from the college or university.)

E. Exception: A maximum of twelve (12) hours, not part of a qualifying college or university extension program, to include AEA Staff Development Credit or CEUs earned through Norwalk CSD staff development programs, may be taken when the criteria in C and D are met and advanced approval has been given by the Superintendent. An additional three (3) hours of College Graduate Credit earned in Norwalk CSD staff development may be accepted with advanced approval of the Superintendent. The decision by the Superintendent shall be non-grievable.

II. Certified employees who are on an established Graduate Program in Education:

A. Need to file a “letter of intent” to acquire additional hours toward their degree. This letter must be filed no later than June 15, preceding the completion of the course(s);

B. Provide evidence of the successful completion of the course(s). Evidence may be provided in the form of an official grade slip or transcript from the college or university.

III. Prior to taking any hours, the employee must secure approval of the Superintendent. Proof of the successful completion of hours or a degree, must be filed with the Superintendent no later than October 1, following completion to be considered for that school term. All adjustments in placement will occur in accordance with the date the evidence is received by the Superintendent and will be prorated accordingly.

Section 6. NURSES - Nurses with a Bachelor of Nursing Degree (BSN) will be paid 100% of the BA lane on the salary schedule. Registered nurses without a BSN will be paid 80% of the salary schedule BA lane. Upon approval by the Board, Registered Nurses shall be granted credit up to the Fifth (5th) step of the BA lane for previous outside Registered Nursing experience upon initial employment. Upon approval by the Board, Bachelor of Science in Nursing Degree (BSN) Nurses shall be granted credit up to the Tenth (10th) step of the BA lane for previous outside BSN Nursing experience upon initial employment. BSN and RN Nurses shall be granted one increment or vertical step within the BA lane for each year of service until the maximum step is reached.

Section 7. The Board and the Association agree that the extracurricular activities shown on the attached supplemental pay schedule are official school sponsored activities covered by school liability insurance.

Section 8. All supplemental assignments will be paid in accordance with the attached supplemental pay schedule. An employee who wishes to resign from a supplemental assignment may indicate this desire by submitting a letter of resignation from said assignment to the Superintendent of schools. This resignation will be honored provided the Superintendent can find a suitable replacement. The decision of the Superintendent on a suitable replacement shall not be grievable. This section is not subject to the provisions of those Articles relating to reduction, realignment or transfers.

Section 9. When circumstances demand and when administrative approval has been given, mileage will be paid for the use of personal cars for the transportation of students or school personnel on school sponsored business. All school insurance applicable will be applied to these instances and the employees will be reimbursed at the rate specified for public employees in the Code of Iowa.

Section 10. PAY PERIOD - All employees covered by this contract may elect to be paid on the 1st of each calendar month or the 1st and 15th of each calendar month. If the 1st should fall on a Saturday or Sunday, employees shall be paid on the following Monday. If the following Monday is a legal holiday, employees shall be paid on the following Tuesday. If the 15th should fall on a Saturday, Sunday, or Monday holiday the employee shall be paid on the Friday prior to that occurrence. Payments shall be issued in 12 or 24 equal installments, depending upon the pay period selected by the employee. The employee’s pay period election shall continue from year to year unless the employee notifies the District in writing prior to March 1st that he/she elects to change pay periods for the following contract year.

Section 11. The contracted number of workdays per year for continuing employees under this agreement shall not exceed 190. The contracted number of workdays per year for Registered Nurses (RN) employed under this agreement shall not exceed 183. The contracted number of workdays per year for Bachelors of Science in Nursing (BSN) employed under this agreement shall not exceed 190. Any days beyond the

stated contract days shall be paid per diem. All new hires, with the exception of nurses, will be contracted for 194 workdays during their first year in the District with three of those contract days to be used for staff development.

Section 12. The Board will provide employees covered by this contract with the ability to choose to have their paycheck electronically deposited in the banking institution of their choice.

Section 13. ADDITIONAL CHECKS - Additional checks will be written for summer assignments only after Board approval and will be processed for issuance on the Friday following the regular Board meeting.

Section 14. Employees that are offered separate employment contracts for supplemental coaching duties may select one of the following payment options:

- (1) Equal installments that coincide with the employee's regular contract method of payment.
- (2) Three equal installments issued with the 1st regular monthly payroll during the course of the sporting season. Payment will be issued in a separate check.
- (3) One payment issued with the 1st regular monthly payroll following the conclusion of the sporting season. Payment will be issued in a separate check.

The employee will indicate the method of payment selected on the Supplemental Pay Election form as set forth in Appendix A. Employees with continuing supplemental coaching contracts must deliver to the Board Secretary a new Supplement Pay Election form prior to March 1st if he/she elects to change their method of payment for the following contract year.

Section 15. An Instructor assigned by the District outside his/her contractual day, to provide staff development training for newly employed teachers, will be paid a stipend to be determined in the following manner. A stipend of \$400 dollars will be paid for each full day of instruction. A "full" day of instruction is defined as not more than seven (7) hours or less than six hours of actual instruction exclusive of a lunch break. When more than one instructor is used, the stipend will be divided according to an agreement between the District and the instructors involved prior to the staff development training. A stipend of \$200 will be paid for each half day of instruction. A half day of instruction is defined as not more than three and one half hours of instruction or less than three. The Superintendent must approve all staff development training in advance.

Section 16. Upon the District's participation in the Student Achievement and Teacher Quality Program (SF 476), the distribution will be separate from and in addition to the bargained salaries, Phase I and Phase II for 2007-2008:

1. Minimum salaries for the first year beginning teachers, second year beginning teachers and Career 1 teachers will be paid according to the salary provisions of the law.
2. Any remaining funds from the District's annual allocation will be distributed to all other teachers as determined by the NPEA.
3. In the event that the District's annual allocation of Teacher Quality funds is reduced, the NPEA will recalculate the individual stipends issued to all teachers at salaries above the minimums.

Calculation of this supplement will be made as soon as possible when staffing is completed for the 2007-2008 school year. The allocation of the supplement will be determined and distributed as soon as the state has determined its timing and structure of allocation distribution to the District. If the state has not

distributed the appropriation by the end of the regular school year, the District and the NPEA will agree to the structure of the allocation of the funds.

Section 17. Individuals employed as Head Middle Coaches in Football, Baseball, and Softball as of July 1, 2006, will be replaced as either head or assistant coaches as these individuals vacate their positions. The total number of head and assistant coaches will be determined by District.

The attached Middle School Coaches Salary Schedule shall be a part of this agreement.

ARTICLE XIII. LEAVES OF ABSENCE

Section 1. SICK LEAVE - On the first contractual day of the employee work year, each employee shall be credited with fifteen (15) days sick leave allowance in addition to the total amount of sick leave accumulated from the previous year. The unused portion of such allowance shall accumulate from year to year to a total amount of 115 days. Charges for the use of sick leave shall be at the minimum rate of one-eighth (1/8) day per time used.

Section 2. In the event of absence of a teacher for illness in excess of five (5) consecutive working days, the Board may, at its expense, require an examination by an independent physician.

Section 3. Adoption – In the event that an employee adopts a child of any age and is considered the primary care giver of the adopted child, that employee shall be entitled to use twenty (20) Sick Days for the necessary responsibilities of parenthood. Such days shall be used consecutively. Eligibility for such sick leave will be established on the day the employee secures placement of the child.

Section 4. BEREAVEMENT - Each employee shall be entitled up to ten (10) week days of Bereavement Leave per occurrence for the death of a spouse or a child, and stepchild, and five (5) week days per occurrence for the death of a mother, father, sister, or brother, and three (3) week days per occurrence, for the death of a mother-in-law, father-in-law, or grandchild. Each employee shall be entitled up to two (2) week days of bereavement leave per occurrence for the death of a brother-in-law, sister-in-law, grandparent, son-in-law, daughter-in-law, grandparent-in-law, uncle or aunt, and one (1) week day per occurrence for the death of a niece or nephew within the state of Iowa. Should the funeral occur outside the state of Iowa, the employee shall be entitled up to one (1) additional week day of bereavement leave per occurrence. Bereavement leave must be taken in consecutive week days. Bereavement leave is only available for deaths or funerals, which occur no more than the extension of the possible allowable number of week days prior to the first teacher workshop day for that specific relative. This leave is not accumulative.

Section 5. In the event of the death of any employee or student in the Norwalk Community School District, the Superintendent, in his/her judgment, may grant to an appropriate number of employees sufficient time to attend the funeral.

Section 6. PERSONAL LEAVE - Employees covered by this agreement shall be granted a total of two (2) days of Personal Leave per year. An employee may accumulate and carry forward a maximum of three (3) personal days from one year to the next. Total accumulation will not exceed five (5) days in any given year. Personal Leave may be used as Emergency Leave as outlined in Section 7. All personal leave must be applied for **two (2) days in advance** in writing on the employee leave form provided by the District. Personal Leave must be approved by the administrator in charge of procuring substitutes and will be granted to no more than nine (9) certified staff members on any work day.

Deductions for the use of Personal Leave shall be at the minimum rate of one-eighth (1/8) day per time used. When a substitute teacher is actually hired to replace a teacher on Personal Leave, the deduction against Personal Leave will be made in one-half day units.

Section 7. EMERGENCY LEAVE: Employees covered by this agreement shall be granted a maximum of three (3) days of Emergency Leave per year. Emergency Leave shall not accumulate.

Use of Emergency Leave under this section shall be limited to the following criteria: (1) illness/injury of the immediate family (defined as spouse, child, stepchild, grandchildren, father, mother, step parent, brother, sister, and in-law relative); (2) Other circumstances which may be termed emergency are car trouble, dependent child care emergency, burglary, storm damage, funeral services for those not covered by bereavement leave (or situations deemed an emergency by the Superintendent). The Superintendent's decision in these matters shall be non-grievable. Emergency Leave shall be deducted in increments of one-eighth (1/8) day. When a substitute teacher is actually hired to replace a teacher on Emergency Leave, the deduction against Emergency Leave will be made in one-half day units.

Section 8. SABBATICAL LEAVE - A leave of absence without pay of up to one (1) year may be granted by the Board for health, professional study, or family responsibilities. While on sabbatical leave, the employee's interests in accumulated sick leave and placement on the salary schedule shall be frozen. The employee shall have the opportunity to continue all fringe benefits for one (1) contract year at the employee's own expense. No more than five (5) percent of the total certified staff may be on sabbatical leave during any one school term. An employee on sabbatical leave may engage in remunerative employment, accept grants or fellowships, but may not accept another teaching contract for the duration of the leave. An employee on sabbatical leave who accepts a teaching contract shall immediately forfeit all rights under this agreement. Employees requesting sabbatical leave must submit written application to the District Central Office by March 15th for the following school year. Employees granted sabbatical leave will not be eligible to apply again for three (3) years from the date of approval.

New employees hired to serve during the sabbatical leave of absence shall be considered temporary employees with duration of employment to be one (1) year or less. These temporary employees shall be placed on the salary schedule according to Article XII, Section 1. If these temporary employees are employed for 30 hours or more per week, they are eligible to receive the following employee benefits:

1. Single employee Health Insurance as provided under Article X, Section 1
2. Eligible to purchase family health insurance at their own expense
3. Credited with a maximum of ten (10) sick days per year

These temporary employees will not be granted any other employee leaves, employee benefits or employee rights under this Agreement.

Section 9. PROFESSIONAL LEAVE: Employees may request Professional Leave for the purposes of attending in district and out-of-district in-service and staff developmental training sessions. Requests for Professional Leave must be submitted in writing on a District approved application form ten (10) days prior to event or requested absence. Professional Leave may be granted by the supervising administrator and the Superintendent. The Superintendent's decision to deny any Professional Leave request is final and shall not be grieved by the employee or the Association. (Please refer to Addendum in Appendix A.)

Section 10. JURY DUTY, SUMMONS, SUBPOENA - In order that no employee shall suffer financial loss because of such absence, no deduction from the employee's compensation will be made during the term of service, except for any proceeding to which this District is a party. Any fees received for court services shall be returned to the District.

Section 11. ASSOCIATION LEAVE - Up to eight (8) days shall be available for representatives of the Association for Association business. A deduction for the last five (5) of the eight (8) possible days will be made in an amount equal to that of the established rate for substitute teachers. The President of the local Association shall apply for such leave at least two (2) days in advance. No more than two (2) instructors may be absent on Association leave on any one (1) day. In case of urgent Association business, one (1) Association member may be sent on Association leave with one (1) hour prior notice to his/her immediate supervisor or to the Superintendent.

Section 12. OTHER UNPAID LEAVES - Up to five (5) days per occurrence of unpaid leave may be granted by the Administrator in charge of procuring substitutes for the purpose of health, family responsibilities, business, or travel. Employees wishing to take an unpaid leave of a week or less must apply for approval at least two (2) weeks prior to the requested date of leave, whenever possible. The decision of the Administrator in charge of procuring substitutes in this matter shall not be grievable.

Section 13. The Board will cooperate in the establishment of a sick leave bank on a voluntary basis. Any full time professional employee whose position requires a teaching certificate is eligible to participate, subject to the following procedure and conditions:

1. At the start of each school year, teachers enrolling in the bank will individually donate one day of their available sick leave. At the close of each school year, all accumulated sick leave days in the bank will expire.
2. If the number of days in the bank diminishes to thirty (30), those participating will be accessed an additional day.
3. A teacher who withdraws from membership in the bank will not be able to withdraw the days contributed.
4. The first fifteen (15) days of each illness or disability will not be covered by the bank but must be covered by the teacher's own sick leave.
5. Teachers will not be able to withdraw days from the bank until their available sick leave personal leave and emergency leave is depleted.
6. A maximum of thirty (30) days each school year can be withdrawn by one individual from the bank.
7. Teachers withdrawing sick leave from the bank will not have to replace those days.
8. A doctor's certificate will be required as a prerequisite to withdrawing days from the bank.
9. Employees are only able to withdraw days from the bank for an employee illness or injury that qualifies as a serious health condition as defined under the Family Medical Leave Act (FMLA).

Section 14. MILITARY LEAVE – Employees who are required by United States government or the State of Iowa to report for active military duty shall be entitled to a leave of absence limited to the period of active service without loss of pay during the first thirty (30) days of such leave. Following the

completion of active duty, the employee shall be eligible for reinstatement of employment with accumulated benefits and step increments commensurate with continuous service in the District. Such reinstatement will be subject to the following conditions:

- (1) The employee makes written application to the Superintendent for reinstatement of employment within ninety (90) days from the date of military discharge or release.
- (2) The employee submits evidence of an honorable discharge from military service.
- (3) The employee is physically and mentally able to perform the duties of the position.

Employees who elect to re-enlist beyond the required term of active military duty covered by this Military Leave shall forfeit the reinstatement of employment privileges.

ARTICLE XIV. OTHER PAYROLL DEDUCTIONS

Section 1. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, financial institutions (saving plan or loan payment with equal monthly deductions), and insurances provided for in this contract.

ARTICLE XV. NEW PROFESSIONALS MENTORING PROGRAM

Section 1: Definitions:

New Professional Mentoring Program: Norwalk Community School District's program of support and assistance for New Professionals.

New Professional: Any licensed individual in his/her first and second year(s) of teaching, or any individual who has not yet attained standard career licensure. All New Professionals must participate in the New Professional Mentoring Program.

Instructional Mentor: A teacher who has been trained and assigned to provide assistance to a New Professional in the district's New Professional Mentoring Program. The said Instructional Mentor must have a minimum four years teaching experience, one of which is in the Norwalk School District. As established by SF 496, mentors may also be an individual employed by a school district or area education agency as a classroom teacher or retired teacher who holds a valid Iowa license.

Section 2: Instructional Mentor

Clause One: All professional assistance and written/verbal interaction between the Instructional Mentor and the New Professional shall be confidential. The only exception to this confidentiality is if the new teacher has communicated to the mentor that he/she has put the safety of students at risk or that his/her involvement in illegal behavior has or could affect students.

Clause Two: An Instructional Mentor shall not participate in any informal or formal evaluation of a New Professional, nor be requested or directed to make recommendations supporting or denying continued district employment or recommendations for continuation or renewal for licenser of the New Professional.

Clause Three: Other than a notation to the effect that a teacher has served as an Instructional Mentor, a teacher's activities as an Instructional Mentor shall not be part of that teacher's evaluation.

Section 3: Induction Activities

Induction activities for New Professionals that exceed the regular contract day or the contracted number of workdays per year shall be paid a stipend of \$400.

Section 4: Process for Dissolving Mentoring Partnerships

If a Mentor/New Professional team experience difficulty or the professional relationship is not working, either the Mentor or the New Professional may request that a new mentor be assigned. The building principal will consider the request. If the building principal agrees that the mentoring partnership is not workable, the request shall be granted and a new mentor assigned within ten (10) working/school days.

Section 5: Wages

Clause One: Each Instructional Mentor of New Professionals shall receive a \$500 per semester state supplemented stipend (SF 476) for mentoring one New Professional. An Instructional Mentor shall mentor no more than one New Professional each semester.

Clause Two: Should a mentor partnership be dissolved, the stipend for the instructional mentors will be prorated so that the first mentor and the new mentor split the stipend according to days served as a mentor.

ARTICLE XVI. DURATION

Section 1. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.

Section 2. If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law.

Section 3. This agreement supersedes and cancels all previous agreements and practices between the District and the Association or any employee, unless expressly stated to the contrary herein and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

Section 4. This agreement shall remain in full force and in effect from July 1, 2007, and shall continue in effect until midnight on June 30, 2008. However, both parties agree to open Salary Schedules in Appendix B and Article X Insurance, either party may open one (1) additional article for negotiations for the 2007-2008 contract year.

Section 5. In witness whereof the parties hereto have caused this agreement to be signed by their respective chief negotiators, and their signatures placed thereon, all on the 30th day of June, 2007.

**NORWALK PROFESSIONAL
EDUCATION ASSOCIATION**

Al Hart, President

Doug Richardson, Chief Negotiator

**NORWALK COMMUNITY
SCHOOL DISTRICT**

Katherine Schmidt, President

Kate Baldwin, Chief Negotiator

APPENDIX A

FORMS

AUTHORIZATION FORM
FOR PAYROLL DEDUCTION
OF EDUCATION ASSOCIATION DUES

EMPLOYEE

First Name

Initial

Last Name

I hereby request and authorize the Board of Education of the Norwalk Community School District as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the monthly payment of the prevailing rate of dues which amount is to be remitted each month for me on my behalf to the treasurer of the:

Norwalk Professional Education Association (NPEA)

It is understood that this authorization shall begin on the first payroll period following this date and shall continue through the end of the contract year, and shall thereafter continue for successive periods of one year unless revoked in writing by a thirty (30) day notice to my employer and to said Association.

Date

Signature

Social Security Number

AUTHORIZATION FORM
TO SELECT COACHING CONTRACT
METHOD OF PAYMENT

Employees that are offered separate employment contracts for supplemental coaching duties may select one of the following payment options:

- (1) Equal installments that coincide with the employee's regular contract method of payment.
- (2) Three equal installments issued with the 1st regular monthly payroll during the course of the sporting season. Payment will be issued in a separate check.
- (3) One payment issued with the 1st regular monthly payroll following the conclusion of the sporting season. Payment will be issued in a separate check.

Please circle option 1, 2 or 3 above to indicate method of payment. Employees with continuing supplemental coaching contracts must deliver to the Board Secretary a new Supplemental Pay Election form prior to March 1st if he/she elects to change their method of payment for the following contract year.

NORWALK COMMUNITY SCHOOL DISTRICT

DATE

SIGNATURE OF EMPLOYEE COACH

GRIEVANCE FORM

Step 1: Informal Grievance

Employee: _____ Building: _____

Assigned Grade Level, Subject or Area: _____

Date of Alleged Violation or Contract Misinterpretation: _____

Alleged Violation or Contract Misinterpretation:

Date employee submitted to immediate supervisor: _____

Employee Signature: _____

Immediate Supervisor Signature: _____

Resolution Reached? Yes _____ No _____

If Resolution was Reached, Resolution Summary:

Employee Signature: _____ Date: _____

Immediate Supervisor Signature: _____ Date: _____

Step 2: Formal Grievance

Date alleged violation occurred _____

Article(s) and Section(s)/Sub-Sections of the contract alleged to have been violated

Statement of Grievance

Relief Sought by Aggrieved Employee:

Date Submitted to Immediate Supervisor: _____

Employee Signature: _____

Resolution Reached? Yes _____ No _____

If Yes, Resolution Summary:

If No, Immediate Supervisor's Decision:

Employee Signature: _____ Date: _____

Immediate Supervisor Signature: _____ Date: _____

Step 3: Grievance Submitted to Superintendent or Designee

Date submitted to Superintendent or Designee: _____

Employee Signature: _____

Resolution Reached? Yes _____ No _____

If Yes, Resolution Summary:

If No, Superintendent or Designee's Decision:

Employee Signature: _____ Date: _____

Superintendent or Designee Signature: _____ Date: _____

Step 4: Employee & Association Submit the Grievance for Arbitration

Date Grievance was submitted to arbitration: _____

Employee Signature: _____

NPEA President Signature: _____

Copies of all grievance proceedings will be submitted and on file with the Norwalk Professional Education Association President and provided to the Administration of the Norwalk Community School District.

ADDENDUM TO THE AGREEMENT

The Norwalk Community School District and the Norwalk Professional Education Association mutually agree not to negotiate, amend, edit or alter the Professional Leave language as stated below until after July 1, 2017. The language as stated below was originally negotiated to become effective July 1, 2007 and will remain in full force and effect until July 1, 2017.

ARTICLE XIII. LEAVES OF ABSENCE

PROFESSIONAL LEAVE: Employees may request Professional Leave for the purposes of attending in district and out-of-district in-service and staff development training sessions. Requests for Professional Leave must be submitted in writing on a District provided application form ten (10) days prior to the event or requested absence. Professional Leave may be granted by both the supervising administrator and the Superintendent. The Superintendent's decision to deny any Professional Leave request is final and shall not be grieved by the employee or the Association.

This addendum shall automatically renew from year to year until July 1, 2017.

NORWALK PROFESSIONAL EDUCATION ASSOCIATION

Al Hart, President

Doug Richardson, Chief Negotiator

NORWALK COMMUNITY SCHOOL DISTRICT

Katherine Schmidt, President

Kate Baldwin, Chief Negotiator

APPENDIX B

SALARY SCHEDULES

2007-2008 NPEA SALARY SCHEDULE						
STEP		BA	BA+15	MA	MA+15	MA+30
0	Base	\$28,215	\$29,115	\$30,015	\$30,915	\$31,815
	Phase II	\$770	\$800	\$830	\$860	\$890
	Total	\$28,985	\$29,915	\$30,845	\$31,775	\$32,705
1	Base	\$28,740	\$29,665	\$30,590	\$31,515	\$32,440
	Phase II	\$775	\$805	\$835	\$865	\$895
	Total	\$29,515	\$30,470	\$31,425	\$32,380	\$33,335
2	Base	\$29,265	\$30,215	\$31,165	\$32,115	\$33,065
	Phase II	\$780	\$810	\$840	\$870	\$900
	Total	\$30,045	\$31,025	\$32,005	\$32,985	\$33,965
3	Base	\$29,790	\$30,765	\$31,740	\$32,715	\$33,690
	Phase II	\$785	\$815	\$845	\$875	\$905
	Total	\$30,575	\$31,580	\$32,585	\$33,590	\$34,595
4	Base	\$30,315	\$31,315	\$32,315	\$33,315	\$34,315
	Phase II	\$790	\$820	\$850	\$880	\$910
	Total	\$31,105	\$32,135	\$33,165	\$34,195	\$35,225
5	Base	\$30,840	\$31,865	\$32,890	\$33,915	\$34,940
	Phase II	\$795	\$825	\$855	\$885	\$915
	Total	\$31,635	\$32,690	\$33,745	\$34,800	\$35,855
6	Base	\$31,365	\$32,415	\$33,465	\$34,515	\$35,565
	Phase II	\$800	\$830	\$860	\$890	\$920
	Total	\$32,165	\$33,245	\$34,325	\$35,405	\$36,485
7	Base	\$31,890	\$32,965	\$34,040	\$35,115	\$36,190
	Phase II	\$805	\$835	\$865	\$895	\$925
	Total	\$32,695	\$33,800	\$34,905	\$36,010	\$37,115
8	Base	\$32,415	\$33,515	\$34,615	\$35,715	\$36,815
	Phase II	\$810	\$840	\$870	\$900	\$930
	Total	\$33,225	\$34,355	\$35,485	\$36,615	\$37,745
9	Base	\$32,940	\$34,065	\$35,190	\$36,315	\$37,440
	Phase II	\$815	\$845	\$875	\$905	\$935
	Total	\$33,755	\$34,910	\$36,065	\$37,220	\$38,375
10	Base	\$33,765	\$34,915	\$36,065	\$37,240	\$38,415
	Phase II	\$823	\$853	\$883	\$913	\$943
	Total	\$34,588	\$35,768	\$36,948	\$38,153	\$39,358
11	Base	\$34,590	\$35,765	\$36,940	\$38,165	\$39,390
	Phase II	\$831	\$861	\$891	\$921	\$951
	Total	\$35,421	\$36,626	\$37,831	\$39,086	\$40,341
12	Base	\$35,415	\$36,615	\$37,815	\$39,090	\$40,365
	Phase II	\$839	\$869	\$899	\$929	\$959
	Total	\$36,254	\$37,484	\$38,714	\$40,019	\$41,324
13	Base	\$36,240	\$37,465	\$38,690	\$40,015	\$41,340
	Phase II	\$847	\$877	\$907	\$937	\$967
	Total	\$37,087	\$38,342	\$39,597	\$40,952	\$42,307
14	Base	\$37,065	\$38,315	\$39,565	\$40,940	\$42,315
	Phase II	\$855	\$885	\$915	\$945	\$975
	Total	\$37,920	\$39,200	\$40,480	\$41,885	\$43,290
15	Base	\$37,890	\$39,165	\$40,440	\$41,865	\$43,290
	Phase II	\$863	\$893	\$923	\$953	\$983
	Total	\$38,753	\$40,058	\$41,363	\$42,818	\$44,273
16	Base	\$38,715	\$40,015	\$41,315	\$42,790	\$44,265
	Phase II	\$871	\$901	\$931	\$961	\$991
	Total	\$39,586	\$40,916	\$42,246	\$43,751	\$45,256
17	Base	\$38,715	\$40,865	\$42,190	\$43,715	\$45,240
	Phase II	\$871	\$909	\$939	\$969	\$999
	Total	\$39,586	\$41,774	\$43,129	\$44,684	\$46,239
18	Base	\$38,715	\$44,515	\$43,065	\$44,640	\$46,215
	Phase II	\$871	\$1,000	\$947	\$977	\$1,007
	Total	\$39,586	\$45,515	\$44,012	\$45,617	\$47,222
19	Base	\$38,715	\$44,515	\$46,815	\$45,565	\$47,190
	Phase II	\$871	\$1,000	\$1,042	\$985	\$1,015
	Total	\$39,586	\$45,515	\$47,857	\$46,550	\$48,205
20	Base	\$38,715	\$44,515	\$46,815	\$49,615	\$48,165
	Phase II	\$871	\$1,000	\$1,042	\$1,084	\$1,023
	Total	\$39,586	\$45,515	\$47,857	\$50,699	\$49,188
21	Base	\$38,715	\$44,515	\$46,815	\$49,615	\$52,315
	Phase II	\$871	\$1,000	\$1,042	\$1,084	\$1,125
	Total	\$39,586	\$45,515	\$47,857	\$50,699	\$53,440

**NORWALK COMMUNITY SCHOOL DISTRICT
SUPPLEMENTAL PAY SCHEDULE 2007-2008**

HIGH SCHOOL		HEAD VARSITY COACHES					ASSISTANT VARSITY COACHES				
PROGRAM	1 - 2	3 - 4	5 - 6	7 - 8	9 - 10	1 - 2	3 - 4	5 - 6	7 - 8	9 - 10	
	YEARS	YEARS	YEARS	YEARS	YEARS	YEARS	YEARS	YEARS	YEARS	YEARS	
Baseball	3,950	4,232	4,514	4,797	5,079	2,094	2,311	2,661	2,943	3,225	
Basketball (Boys)	3,950	4,232	4,514	4,797	5,079	2,094	2,311	2,661	2,943	3,225	
Basketball (Girls)	3,950	4,232	4,514	4,797	5,079	2,094	2,311	2,661	2,943	3,225	
Cross Country	3,104	3,386	3,668	3,950	4,232	1,560	1,842	2,125	2,407	2,689	
Football	3,950	4,232	4,514	4,797	5,079	2,094	2,311	2,661	2,943	3,225	
Golf (Boys)	3,104	3,386	3,668	3,950	4,232	0	0	0	0	0	
Golf (Girls)	3,104	3,386	3,668	3,950	4,232	0	0	0	0	0	
Soccer (Boys)	3,104	3,386	3,668	3,950	4,232	1,560	1,842	2,125	2,407	2,689	
Soccer (Girls)	3,104	3,386	3,668	3,950	4,232	1,560	1,842	2,125	2,407	2,689	
Softball	3,950	4,232	4,514	4,797	5,079	2,094	2,311	2,661	2,943	3,225	
Tennis (Boys)	3,104	3,386	3,668	3,950	4,232	1,560	1,842	2,125	2,407	2,689	
Tennis (Girls)	3,104	3,386	3,668	3,950	4,232	1,560	1,842	2,125	2,407	2,689	
Track (Boys)	3,104	3,386	3,668	3,950	4,232	1,560	1,842	2,125	2,407	2,689	
Track (Girls)	3,104	3,386	3,668	3,950	4,232	1,560	1,842	2,125	2,407	2,689	
Volleyball	3,950	4,232	4,514	4,797	5,079	2,094	2,311	2,661	2,943	3,225	
Weight Room	1,560	1,842	2,125	2,407	2,689	0	0	0	0	0	
Wrestling	3,950	4,232	4,514	4,797	5,079	2,094	2,311	2,661	2,943	3,225	
MIDDLE SCHOOL		HEAD COACHES					ASSISTANT COACHES				
PROGRAM	1 - 2	3 - 4	5 - 6	7 - 8	9 - 10	1 - 2	3 - 4	5 - 6	7 - 8	9 - 10	
	YEARS	YEARS	YEARS	YEARS	YEARS	YEARS	YEARS	YEARS	YEARS	YEARS	
Babe Ruth Baseball	1,560	1,842	2,125	2,407	2,689	1,247	1,473	1,699	1,924	2,150	
Basketball (Boys)	1,411	1,693	1,975	2,257	2,539	1,129	1,354	1,580	1,806	2,031	
Basketball (Girls)	1,411	1,693	1,975	2,257	2,539	1,129	1,354	1,580	1,806	2,031	
Cross Country	1,411	1,693	1,975	2,257	2,539	1,129	1,354	1,580	1,806	2,031	
Football	1,411	1,693	1,975	2,257	2,539	1,129	1,354	1,580	1,806	2,031	
Softball	1,560	1,842	2,125	2,407	2,689	1,247	1,473	1,699	1,924	2,150	
Track (Boys)	1,411	1,693	1,975	2,257	2,539	1,129	1,354	1,580	1,806	2,031	
Track (Girls)	1,411	1,693	1,975	2,257	2,539	1,129	1,354	1,580	1,806	2,031	
Volleyball	1,411	1,693	1,975	2,257	2,539	1,129	1,354	1,580	1,806	2,031	
Wrestling	1,411	1,693	1,975	2,257	2,539	1,129	1,354	1,580	1,806	2,031	
HIGH SCHOOL EXTRA-CURRICULAR SPONSORS					MIDDLE SCHOOL EXTRA-CURRICULAR SPONSORS						
	1 - 2	3 - 4	5 - 6	7 - 8	9 - 10		1 - 2	3 - 4	5 - 6	7 - 8	9 - 10
	YEARS	YEARS	YEARS	YEARS	YEARS		YEARS	YEARS	YEARS	YEARS	YEARS
Annual	1,402	1,543	1,684	1,826	1,967	Ace Club	542	612	683	753	801
Band	3,950	4,232	4,514	4,797	5,079	Annual Sponsor	559	629	700	770	818
Band Assistant	1,222	1,292	1,363	1,433	1,462	Band 6th Grade	1,222	1,292	1,363	1,433	1,462
Cheerleader	1,016	1,086	1,199	1,227	1,298	Band 7th Grade	1,222	1,292	1,363	1,433	1,462
Class Play- Fall	722	793	863	934	1,004	Band 8th Grade	1,222	1,292	1,363	1,433	1,462
Class Play- Spring	722	793	863	934	1,004	Cheerleader Sponsor	333	403	474	545	615
Debate	1,495	1,636	1,778	1,919	2,060	Class Sponsor- 6th	121	127	135	141	144
Drill Team	705	846	988	1,129	1,270	Class Sponsor- 7th	121	127	135	141	144
Flag Corp Sponsor	1,016	1,086	1,199	1,227	1,298	Class Sponsor- 8th	121	127	135	141	144
French Club	542	612	683	753	824	Instrumental Music	1,222	1,292	1,363	1,433	1,462
Freshman Sponsor	152	161	166	175	183	Jazz Band	1,222	1,292	1,363	1,433	1,462
Girls Chaperone	1,016	1,086	1,199	1,227	1,298	SADD	542	612	683	753	801
Jazz Band	1,222	1,292	1,363	1,433	1,462	Student Senate	542	612	683	753	801
Junior Sponsor	367	437	528	598	649	Swing Choir	1,222	1,292	1,363	1,433	1,462
Mock Trial HS	319	389	460	530	584	Vocal Music	1,222	1,292	1,363	1,433	1,462
Nat'l Honor Society	542	612	683	753	801	Vocal Music- 6th	1,222	1,292	1,363	1,433	1,462
S.E.S.	542	612	683	753	801	Vocal Music- 7th	1,222	1,292	1,363	1,433	1,462
SADD Director	542	612	683	753	801	Vocal Music- 8th	1,222	1,292	1,363	1,433	1,462
Senior Sponsor	152	161	166	175	183	ELEMENTARY EXTRA-CURRICULAR SPONSORS					
Sophomore Sponsor	152	161	166	175	183		1 - 2	3 - 4	5 - 6	7 - 8	9 - 10
Spanish Club	542	612	683	753	824		YEARS	YEARS	YEARS	YEARS	YEARS
Speech-Individual	1,354	1,495	1,636	1,778	1,919						
Speech-Large Group	1,354	1,495	1,636	1,778	1,919						
Swing Choir	1,222	1,292	1,363	1,433	1,462	Band 5th Grade	260	330	401	471	542
Vocal Music	3,104	3,386	3,668	3,950	4,232	Elementary Vocal	260	330	401	471	542
Vocal Music- Assist	1,222	1,292	1,363	1,433	1,462						